

DOC # 837075
01/21/2014 08:46AM Deputy: AR
OFFICIAL RECORD
Requested By:
LSI Title Agency Inc.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$220.00
BK-114 PG-3192 RPTT: 0.00



APN No.(s): 1022-15-001-055
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS No.: NV-13-592916-JB
Order No.: 130189340-NV-MSO
Property Address: 3835 PEBBLE ROAD, WELLINGTON, NV 89444

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **3/26/2008**, executed by **CARMEN BALASKO AND EMIL BALASKO , WIFE AND HUSBAND, AS JOINT TENANTS**, as Trustor, to secure certain obligations in favor of **WELLS FARGO BANK, N.A.**, as beneficiary, recorded **4/2/2008**, as **Instrument No. 0720727, Book 0408, Page 454, in Book 0408 Page 454** of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL sum of \$274,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE.

Please see the attached Affidavit of Authority to Exercise the Power of Sale for further details about the deficiency in performance or payment. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Pursuant to the attached Affidavit, the present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.



TS No.: NV-13-592916-JB
Notice of Default

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

WELLS FARGO BANK, N.A
c/o Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

WELLS FARGO BANK N.A.
Contact: Chandra Tafolla
Department: Foreclosure Diversion Assistance Program
Toll Free: 1-800-662-5014
Email: Chandra.Tafolla@wellsfargo.com

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; and Southern Nevada Regional Housing Authority, 702-922-7052, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Please be advised Quality Loan Service Corp. is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.



TS No.: **NV-13-592916-JB**
Notice of Default

Dated: 1/17/14

Quality Loan Service Corporation, as Trustee

By: Leticia Agiss, Assistant Vice President

State of: California)

) ss.

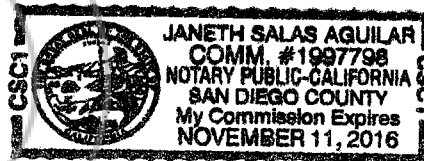
County of: San Diego)

On 1.17.14 before me, JANETH SALAS AGUILAR a notary public,
personally appeared Leticia Agiss, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Janeth Salas
JANETH SALAS AGUILAR





AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): Carmen Balasko, Emil Balasko		Trustee Name and Address: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101
Property Address: 3835 Pebble Road, Wellington, NV 89444		Deed of Trust Document: Instrument No. 0720727, Book 0408, Page 454

STATE OF SOUTH CAROLINA)
)
 COUNTY OF YORK) ss:

The affiant, Trudyann Yearwood, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am a Vice President Loan Documentation, with Wells Fargo Bank N.A. ("Wells Fargo"), current beneficiary of the subject Deed of Trust.

2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise noted, in connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records.

3. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp., a California Corporation	2141 5 th Avenue, San Diego, San Diego County, CA 92101



4. The full name and business address of the current holder of the Note secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Wells Fargo Bank N.A.	3476 Stateview Blvd. Ft. Mill, SC 29715

5. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Full Name ("Beneficiary")	Street, City, State, Zip
Wells Fargo Bank N.A.	3476 Stateview Blvd. Ft. Mill, SC 29715

6. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Wells Fargo Bank N.A.	3476 Stateview Blvd. Ft. Mill, SC 29715

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the trustee and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, the trustee and/or attorney, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 1-866-605-0829.



10. Pursuant to my review of the relevant business records and/or the records of the county recorder where the subject real property is located and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

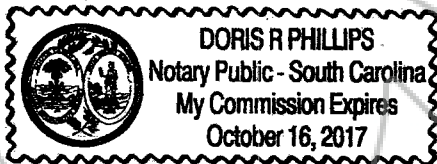
Recorded Date	Recording Number	Name of Assignor	Name of Assignee
N/A	N/A	N/A	N/A

Wells Fargo Bank N.A

Signed By: Trudyann Yearwood
Trudyann Yearwood
Vice President Loan Documentation
Wells Fargo Bank NA
January 2, 2014

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF YORK)

On this 2nd day of January, 2014, personally appeared before me, a Notary Public, in and for said County and State, Trudyann Yearwood, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



[Signature]

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: 101612017



**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): CARMEN BALASKO, EMIL BALASKO

Property Address: 3835 PEBBLE ROAD, WELLINGTON, NV 89444

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and to explore options for the borrower to avoid foreclosure as required by SB 321 (2013) Sec. 11(2).
2. The mortgage servicer has tried with due diligence to contact the borrower as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence.
3. The requirements of SB 321 (2013) Sec. 11 does not apply because:
 - a. The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
 - c. The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. Pursuant to SB 321 (2013) Sec. 7 because the property is not "owner-occupied" real property (as defined in N.R.S. § 107.086).
 - e. The default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

WELLS FARGO BANK N.A.

By: Trudyann Yearwood
Trudyann Yearwood
Vice President Loan Documentation
Wells Fargo Bank NA
January 2, 2014